

[REDACTED]

vs.

Forest Ridge Apartments, LLC
300 Security Drive
Hartsville, South Carolina, 28550

Respondent.

)) SHAC No. H-3-16-006
HUD No. 04-17-5655-8

This compromise Conciliation Agreement is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] (hereinafter "Complainant"), versus Pendergraph Companies, LLC and Forest Ridge Apartments, LLC (hereinafter "Respondents").

WHEREAS, a verified complaint was filed on August 30, 2016 by Complainants against Respondent alleging a violation of the South Carolina Fair Housing Law and dual-filed with the United States Department of Housing and Urban Development (HUD) under the Federal Fair Housing Act, as amended.

The complainants allege that he was denied a reasonable accommodation for a 1st floor apartment. The complainant alleges the respondent denied his request for a reasonable accommodation even though 1st floor units were available at the time he made his request.

Respondents deny having discriminated against Complainants, but agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

WHEREAS, the Commission and the parties hereto wish to reach a just resolution of the
aforementioned dispute, and reach a full, equitable and final settlement of all matters arising out of the
aforementioned complaint.

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

The terms set forth herein are contractual and not merely a recital.

A. The parties acknowledge that this Agreement is a full settlement of the disputed complaint.

The parties hereto state that they have read and fully understand the significance of the terms set forth herein and have executed this compromise Conciliation Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

- B. By signing this Agreement both Complainants and Respondent state that they have had the opportunity to seek legal counsel regarding the effects of this Agreement.
- C. This conciliation agreement fully and completely resolves all issues arising out of SHAC Case #H-3-16-006 HUD Case # 04-17-5655-8 through the effective date of this agreement. The Commission and the Charging Party will take no further legal action with respect to, and will not initiate any action pertaining to, the facts and events which led to the filing of the charge so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC), is binding upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of The Pendergraph Companies, LLC,
- E. It is understood that, pursuant to Section 31-21-120 (D) of the South Carolina Code of Laws Fair Housing Law, upon approval of this Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Agreement does not in any way limit or restrict SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure of the complaint at HUD and South Carolina Human Affairs Commission upon a determination that Complainant(s) and Respondent(s) have complied with the terms of the Agreement.

III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondent, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agrees to continue to take such affirmative action as may be necessary to assure the elimination of discriminatory housing practices and the prevention of their occurrence in the future, including, but not limited to the following:

- A. Respondents agree to comply with all federal and state housing laws.
- B. Respondents agree to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondents agree to allow any qualified person the right to purchase, rent, or occupy a dwelling regardless of race, color, religion, sex, disability, familial status, or national origin.
- D. Respondents and Respondents' employees agree to attend Fair Housing training provided by the South Carolina Human Affairs Commission within six months from the date of the signed agreement.

IV. RELIEF FOR COMPLAINANTS

- A. Respondent agrees to allow tenant to break his lease and move out of the unit effective November 13, 2016 without complaint being subjected to pro-rated rent.
- B. Respondents agree to refund complainants \$223.50 which represents monies paid resulting from a payment plan regarding complainant's carpet.
- C. Respondents agree to dissolve payment plan entered into on May 9, 2016 regarding payment for damaged carpet.
- D. Respondent agrees to allow the Commission to monitor subject property for a six month period to insure compliance with the Fair Housing Act and the granting of reasonable accommodations.
- E. Respondents agree that there shall be no discrimination or retaliation of any kind against Complainants or any person who assisted the Commission in the filing of this charge or in the investigation of this matter.

V. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV through herein, Complainants agrees to release and forever discharge Respondent and Respondent's employees, agents, successors, insurers, and assigns from any and all claims which may be raised on account of the matters raised herein.

VI. BREACH OF CONCILIATED TERMS

- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that Respondent fails to perform the promises and representations contained herein. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this conciliation agreement. The Commission shall determine whether Respondent has complied with the terms of this agreement. In the event that the Commission determines that Respondent has not complied with the terms hereof, the Commission shall send written notice to Respondent and Respondent shall be given a reasonable time period to remedy such non-compliance.
- B. Complainant(s) and Respondent(s) agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

VII. REPORTING & RECORDKEEPING

Parties shall submit proof of compliance with the terms of this Agreement to:

South Carolina Human Affairs Commission
Fair Housing Division
Attention: Don Frierson
1026 Sumter Street, Suite 101

Conciliation Agreement

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October 31, 2016

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Columbia, SC 29201

The submitter of any documentation should include the SHAC and HUD case numbers, which are as follows:

SHAC No. H-3-16-006

HUD No. 04-17-5655-8

VIII. COMMISSION REVIEW

- A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U. S. C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225.G., the Commission may, from time to time, review compliance with this Conciliation Agreement, and, if necessary, recommend to the South Carolina Attorney General that a civil action be filed to seek the enforcement of any of the terms set forth herein.

IX. EFFECTIVE DATE

This agreement shall become effective on the date on which it is approved and signed by the Commissioner of the South Carolina Human Affairs Commission.

IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated.

[REDACTED]

(Date)

11/2/2016

[Signature]
The Pendergraph Companies, LLC, Respondent

(Date)

11-2-16

[Signature]
Forest Ridge Apartments, LLC, Respondent

(Date)

11-2-16

[REDACTED]

(Date)

11-2-2016

Approved on Behalf of the Commission

October 31, 2016

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Raymond Buxton, II

Raymond Buxton II, Commissioner

(Date)